Some modern writers on real property are of the opinion that determinable fees could not be created since the statute of Quia Emptores, passed in 1290, because that statute destroyed, in all conveyences of fee simple, the tenure upon which the possibility of reverter depended. GRAY, RULE AGAINST PERPETUITIES (2nd Ed.), § 31-42a; 3 LAW QUART. REV. 399; SANDERS, USES AND TRUSTS (5th Ed.), 208-209; LEAKE, DIGEST OF THE LAW OF PROPERTY IN LAND (2nd Ed.), 25. At least one modern writer is of the opposite opinion, and defends his position on the theory that Quia Emptores applied solely to conveyences in fee simple absolute. CHALLIS, LAW OF REAL PROPERTY, 403. Many cases recognize determinable fees. *First Universalist Society of North Adams* v. *Boland,* 155 Mass. 171 (in which case, according to GRAY, this point need not have been decided); *Stuart* v. *Easton,* 170 U. S. 383, 42 Law, Ed. 1078; *Slegel* v. *Lauer,* 148 Pa. St. 236; *Pulse* v. *Osborn,* 30 Ind. App. 631, 64 N. E. 59; *Wheeler* v. *Long,* 128 Ia. 643, 105 N. W. 161; *Commonwealth* v. *Pollitt,* 25 Ky. Law Rep. 790, 76 S. W. 412. See 2 SHARSWOOD AND BUDD, LEADING CASES IN AMERICAN LAW OF REAL PROPERTY, 17 et seq. The instant case is one in which the court so construed the will as to give the son but a fee simple determinable, even though certainly without any great effort, it might so have construed it as to create in him a fee simple. Probably the motive behind the court's action is commendable and the result meritorious, for such an interpretation, in the light of what has happened since the testator's death, achieves the result which the testator doubtless would have desired. So the case may be taken as illustrating the effort a court will make to effectuate the so-called intent of the testator. *Edgerly* v. *Barker,* 66 N. H. 434; 9 COL. LAW REV. 51; 9 HARV. LAW REV. 242.

DIVORCE—MATRIMONIAL DOMICIL.—The husband deserted the wife in Massachusetts, where they had lived since marriage; he moved to Georgia, established his domicil there, and secured a divorce there on the ground of cruel and abusive treatment, of which suit the wife had no actual notice. Later she brought this suit for divorce in Massachusetts. *Held,* that since the husband deserted the wife unjustifiably, the matrimonial domicil remained in Massachusetts, and she having no actual notice of the suit for divorce in Georgia, that decree would not be recognized under the rules of interstate comity nor did the full faith and credit clause of the Constitution apply, and she was entitled to a divorce. *Perkins* v. *Perkins,* (Mass. 1916), 113 N. E. 841.

The principal case seems to present practically the same facts as *Haddock* v. *Haddock,* 201 U. S. 562, and reaches the same conclusions in spite of the great amount of criticism which has been directed against *Haddock* v. *Haddock.* See 4 MICH. L. REV. 534, 11 MICH. L. REV. 508, 19 HARV. L. REV, 586. It differs slightly from *Haddock* v. *Haddock* in the fact that the husband and wife had lived together in Massachusetts some time before he deserted her, while in *Haddock* v. *Haddock* they never lived together in New York where the court found the matrimonial domicil to be. So the principal case did not go so far as *Haddock* v. *Haddock.* The last mentioned case decided that divorce given without actual notice by a court

having no jurisdiction over the matrimonial domicil was not entitled to full faith and credit in other states, but that other states might recognize such decree under the principles of interstate comity. *Toncray* v. *Toncray*, 123 Tenn. 476, and *Howard* v. *Strode*, 242 Mo. 210, reached an opposite conclusion from *Haddock* v. *Haddock* on the ground of interstate comity, but are squarely opposed to the principal case. In *Joyner* v. *Joyner*, 131 Ga. 217; *Felt* v. *Felt*, 59 N. J. Eq. 606, and *Gildersleeve* v. *Gildersleeve*, 88 Conn. 689, the opposite conclusion was also reached on the ground of comity, but in these cases the defendant had actual notice. In the principal case there was no actual notice given and the court reserved the question as to its effect had there been such notice. It was held in *Atherton* v. *Atherton*, 181 U. S. 155, that where the wife deserted the husband unjustifiably the decree of the court of Kentucky, the matrimonial domicil, having jurisdiction over the injured husband and over the deserting wife whose domicil was presumed to have continued in Kentucky despite her desertion, would be entitled to full faith and credit. *Thompson* v. *Thompson*, 226 U. S. 551, decides the same. In *North* v. *North*, 93 N. Y. Supp, 512, the husband, being deserted by the wife in New York, moved to California, established his domicil there and obtained a divorce. It was held that the divorce was entitled to full faith and credit in New York since the wife's domicil is the same as that of the husband, and so the California court had jurisdiction over the matrimonial domicil and the injured party. The recent case of *Stevens* v. *Allen*, (La. 1916), 71 So. 936, 15 MICH. L. REV. 82, holds that where the wife unjustifiably refuses to follow the husband the matrimonial domicil follows him, but the question as to whether a decree granted him in the state of his domicil was entitled to full faith and credit was not involved. In *Buckley* v. *Buckley*, 50 Wash. 213, the husband deserted the wife without justification. She moved to Illinois and established a domicil there and sued for and obtained a divorce. It was held that this decree was entitled to recognition in Washington, where the husband was domiciled, under the full faith and credit clause and under the principle of comity. The principal case differs from the cases just discussed following *Atherton* v. *Atherton* in the fact that the Massachusetts court finds that the Georgia decree was wrongfully obtained by the husband, who had been guilty of desertion, while in the other cases there was no examination by the court as to the facts passed on by the foreign court which granted the divorce in question.

EASEMENTS BY IMPLICATION—IMPLIED GRANT OF EASEMENT.—The owner of two adjoining lots, one back of the other, built a three-story building which covered the front lot, and, together with the rear porch, extended twenty feet upon the back lot. There was no way of entering the building from the rear except through that portion of the building which was on the back lot, and such means of entrance had long been used. The owner of the lots mortgaged the front lot to defendant's predecessor in title, describing the lot by its number in the block, the number of the block, and by the length of the lot. Later he conveyed the back lot to plaintiff, who